

AG Contract No.: KR99-2471TRN
ADOT ECS File No.: JPA 99-167
Project: RAM 600-1-557
TRACS: H 5094 01 C
Section: SR 101L, I-17 / 101L T.I.

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX**

96364

THIS AGREEMENT is entered into 21 March, 2001 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Chapter II, Section 2.(i) of the City Charter to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L and I-17 at the following location.

From SR 101L centerline roadway station 1233+00 at 27th Ave. east to centerline roadway station 1310+50 at 19th Ave. and from I-17 centerline roadway station 712+00 at Yorkshire Dr. north to centerline roadway station 781+00 at Rose Garden Lane a total net distance of approximately 2.77 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO 24511
Filed with the Secretary of State
Date Filed: 03/21/01

Betsy Boyles
Secretary of State

Vicky D. Graenewald
B.

II. SCOPE OF WORK

1. The State will prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.
3. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better, as defined by Arizona Administrative Code (18 A.A.C. 11, Article 3) proposed May 5, 1000).
4. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will authorize and pay or waive any water development fees.
5. The City shall furnish all potable or reclaimed water for the landscape project, and make its best efforts to provide the water at the design pressures stated in the plans, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape, at City's expense.
6. All planned work by the City within the State's Control of Access shall be requested through the State's Phoenix Maintenance District Permits Office.
7. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system, all at the City's expense.
8. After construction, the State will maintain the landscaping, landform graphics and irrigation system, and pay for irrigation system electric, all generally within the Control of Access, as designated in the attached Maintenance Exhibit.
9. At the conclusion of the contractor maintenance and warranty period, referred to in the contract as Landscaping Establishment, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system. At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and any booster pumps.
10. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
11. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by either party at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007
Fax: (602) 712- 7424

City of Phoenix
Street Transportation Department
200 West Washington, 5th Floor
Phoenix, AZ. 85003-1611
Fax: (602) 495-2019

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal Corporation
Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By Thomas E. Callow
THOMAS E. CALLOW, P.E.,
Street Transportation Director

By Catherine J. Hegel
CATHERINE J. HEGEL
Contract Administrator

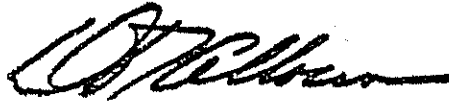
ATTEST

By Vicky Miel
VICKY MIEL
City Clerk

RESOLUTION

BE IT RESOLVED on this 15th day of October 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to landscape certain areas within the right of way on SR 101L from 27th Avenue east to 19th Avenue and at-17 from Yorkshire Drive north to Rose Garden Lane, approximately 2.77 miles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contractor Administrator for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

AREA	DATE	PROJECT NO.	DATE	BY	DATE
3	10/2	600-1-557	10/2	UA	023

MAINTENANCE EXHIBIT

ADOT CONSTRUCTION PROJECT 600-1-557/ H509401C

I-17/LOOP 101 TRAFFIC INTERCHANGE
DECEMBER, 1999

THIS EXHIBIT DEFINES THE AREAS OF MAINTENANCE RESPONSIBILITY FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX. THE DELINEATED AREAS APPLY TO RESPONSIBILITY FOR MAINTENANCE OF LANDSCAPE PLANT MATERIAL, INERT GROUND COVER AND AUTOMATIC IRRIGATION SYSTEMS.



DEPARTMENT OF TRANSPORTATION MAINTAINED AREA
AREA = 68.2 ACRES



CITY OF PHOENIX MAINTAINED AREA
AREA = 18 ACRES

7:5:00

ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SECTION		MAINTENANCE COVER SHEET	
DATE	BY	DATE	BY
10/2/99	UA	10/2/99	UA
LOCAL IMPROVEMENT DESIGN INC.		LOCAL IMPROVEMENT DESIGN INC.	
1-17/L 101 I.C.		1-17/L 101 I.C.	
1-17/L 101 I.C.		1-17/L 101 I.C.	

TRACS NO. H 5094 01C 34-3 2770.1

OF

AREA	STATE	PROJECT NO.	SHEET NO.	OF SHEETS	OF SET
9	ARIZ.	RAM 600-1-557	7	1	1

30% MA 0113

SEE SHEET M-02

27th AVE.

ONE AND A HALF MILE DRIVE

LOOP 101 WEST BOUND

LOOP 101 EAST BOUND

LEGEND	
	ADOT
	CITY OF PHOENIX

DATE	BY	REVISION
10/15	10/15	10/15
10/15	10/15	10/15
10/15	10/15	10/15

ARIZONA DEPARTMENT OF TRANSPORTATION
 ARIZONA HIGHWAY DEPARTMENT
 ROADSIDE DEPARTMENT


AREA	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	RAM 400-1-1337	4	1	

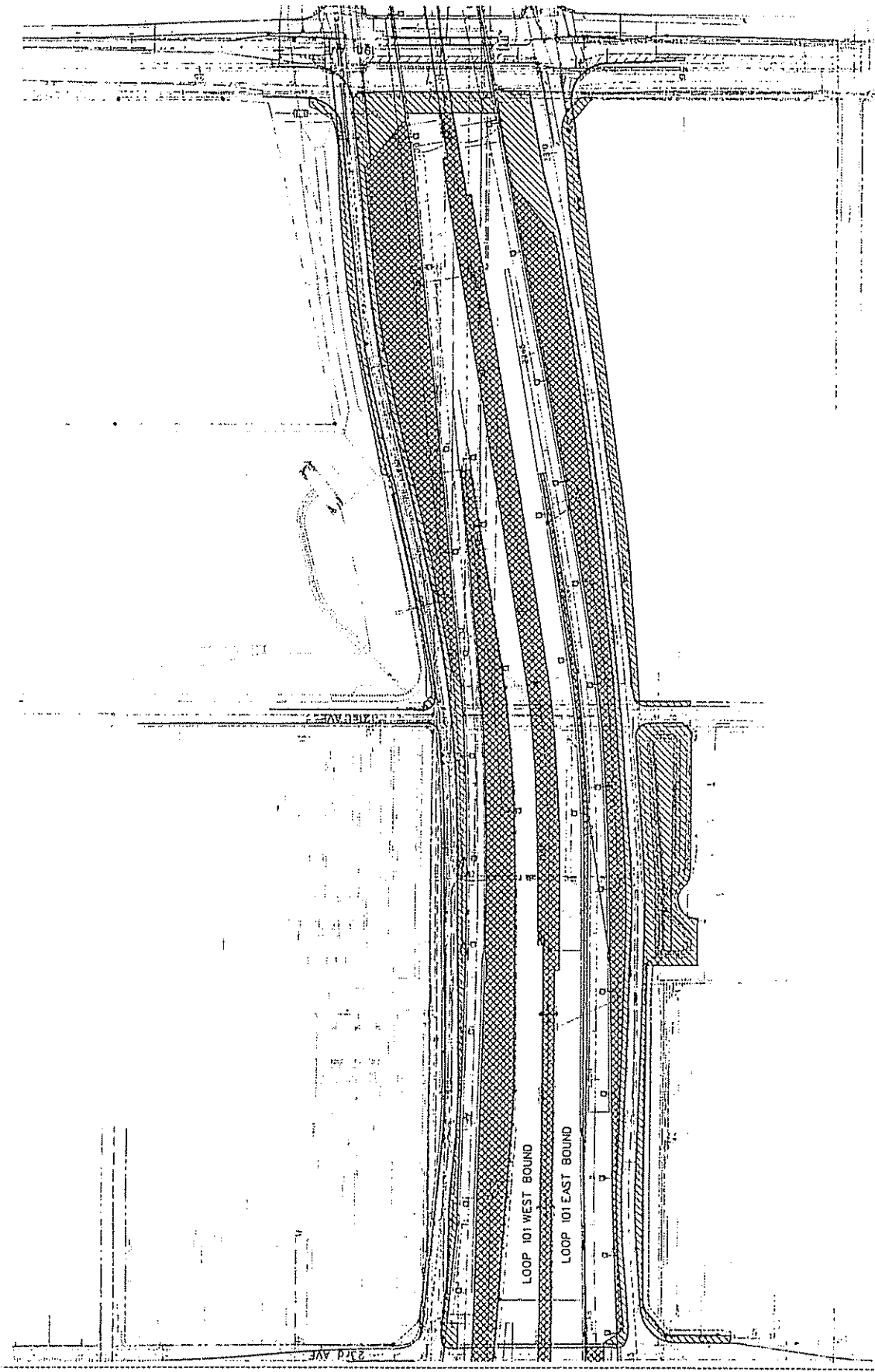
SEE VIA 313

DATE	BY	CHKD	APP'D
10/1/78	W. J.

ARIZONA DEPARTMENT OF TRANSPORTATION
MEMPHIS TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SECTION

1" = 100'

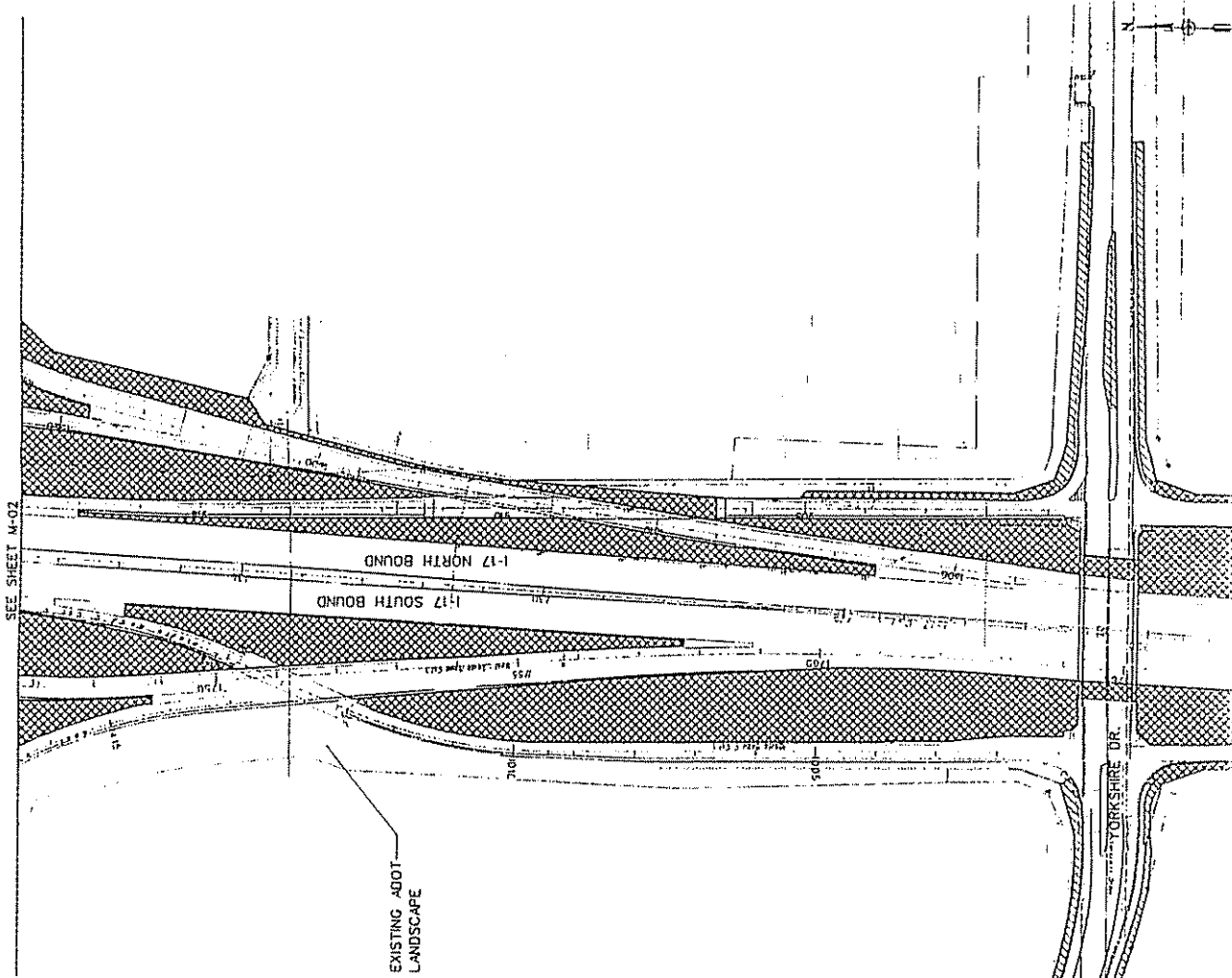
LEGEND
 ADOT



SEE SHEET M-02

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	DATE
9	ARIZ. RAMP 500-1-537	1	7	4-8-67
OIL, VA 323				

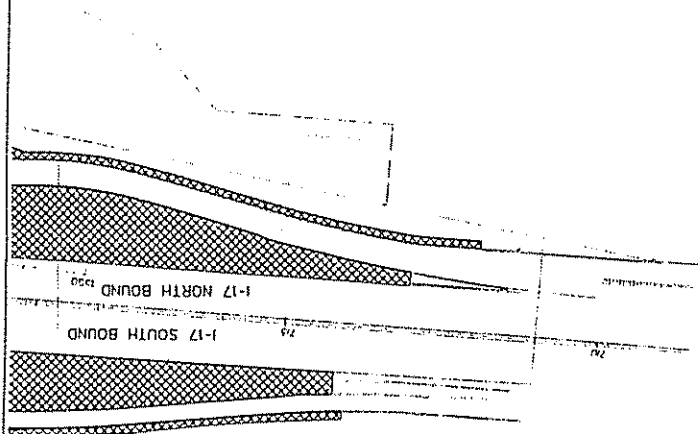
SECTION	DATE	BY	CHKD	APP'D	REVISION
1	4-8-67	W. J. H.	W. J. H.	W. J. H.	1
2	4-8-67	W. J. H.	W. J. H.	W. J. H.	2
3	4-8-67	W. J. H.	W. J. H.	W. J. H.	3
4	4-8-67	W. J. H.	W. J. H.	W. J. H.	4
5	4-8-67	W. J. H.	W. J. H.	W. J. H.	5
6	4-8-67	W. J. H.	W. J. H.	W. J. H.	6
7	4-8-67	W. J. H.	W. J. H.	W. J. H.	7



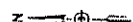
LEGEND
ADOT
CITY OF PHOENIX

AREA	STATE	PROJECT NO.	DEPT.	TOTAL	# SALS
5	ARIZ	RAM 500-1-557	3	1	
02L VA 023					

SEE SHEET M-04



LEGEND	
	CITY OF PHOENIX

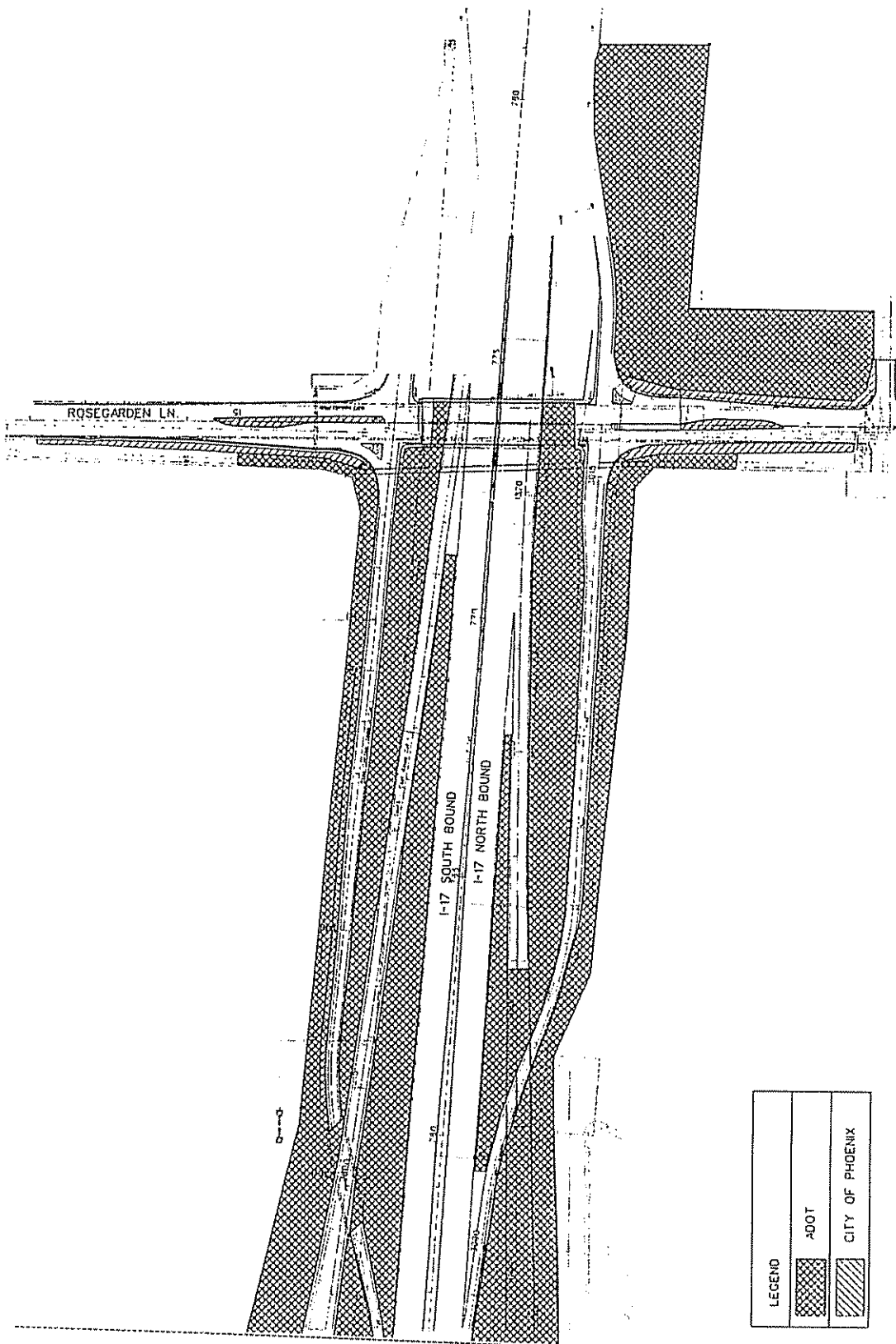


DATE	BY	CHKD	APP'D	REVISION
1/15	1/15	1/15	1/15	1/15
ARIZONA DEPARTMENT OF TRANSPORTATION				
DESIGN DIVISION				
ROADSIDE DEVELOPMENT SECTION				

FILE NO.	DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	OF BALT.
9	ARZ	RAM 600-1-557	7	7	1
SCL VA 023					

DATE	BY	CHKD	APP'D	DATE
10/1/88	W. J. B.	W. J. B.	W. J. B.	10/1/88
10/1/88	W. J. B.	W. J. B.	W. J. B.	10/1/88

ARIZONA DEPARTMENT OF TRANSPORTATION
 HERMOSA TRANSPORTATION DIVISION
 ROADSIDE DEVELOPMENT SECTION



LEGEND	
	CITY OF PHOENIX
	ADOT

SEE SHEET M-02

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2001.

William D. Rock

ACTING
DLB

City Attorney

CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION

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Complete this form per O.P. 1.906 and A.R. 4.11.

Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action:		OR	Legal Document:	
	Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other <input type="checkbox"/>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Emergency Clause? <input type="checkbox"/> (for use only w/ord. or res. requests)			
IMPACTED DISTRICT(S)	DISTRICT 1		ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?		<input type="checkbox"/>
SUBJECT	I-17/OUTER LOOP FREEWAY LANDSCAPING				
REQUESTED AGENDA DATE	8/30/2000	PREPARED BY	Name Thomas Godbee, P.E. Department Street Transportation Phone 495-5817		
APPROVALS	Division Head: Department Head:	J. Donald Herp, P.E. Thomas E. Callow, P.E.	If prepared for another department: Department Name: Approval:		
BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/> Submitted by Low Bidder? <input type="checkbox"/> Contract Required? <input type="checkbox"/>		Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____		
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/> If Yes, Current Contract No. _____ Approved by: Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> on Date: _____				
BUDGET INFORMATION	\$ 74,000.00 To Be Encumbered? <input type="checkbox"/> Source of Funds: Fiscal Year? _____ General Fund Fund Center(s) (SAP-FM): 6300004200 Commitment Item(s) (SAP-FM): 510330 & 510610 Availability of Funds Approval Gayle Webb				
CITY MANAGER'S OFFICE	Approved by Thomas E. Callow, P.E., Acting DCM			CM Control No. 161	
CITY CLERK DEPARTMENT	Council Action Taken: Adopted Ordinance Number: _____ RCA No. 32592 Resolution Number: 19507 Contract No. 96364 Comments: _____ Meeting Date 8/30/2000 Item No. 136				

ITEM**DISTRICT 1****I-17/OUTER LOOP FREEWAY
LANDSCAPING**

Request to authorize the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation for landscape maintenance from SR 101L at 27th Avenue east to 19th Avenue and from I-17 at Yorkshire Drive north to Rose Garden Lane, per the Maintenance Agreement for this project.

With City concurrence, the State will design and construct the landscaping and irrigation system for the I-17/Outer Loop Freeway System Interchange.

The City will furnish and install necessary water services from water mains to the designated locations within the right-of-way at the State's expense. The City will waive water development fees. The City shall furnish all water for landscape installation during the construction phase and all water thereafter necessary to properly maintain the landscape, all at City expense.

After construction, the State will maintain the landscaping and irrigation system generally within the Control of Access, and the City shall maintain the irrigation system generally outside the Control of Access, as designated on the Maintenance Exhibit. Maintenance includes all testing, adjusting, repairing, and operation of the irrigation system, and furnishing all electrical power necessary to operate the irrigation system.

The City of Phoenix's estimated annual water and maintenance costs per year are shown below:

Water:	\$ 8,000	(Commitment Item 510330)
Maintenance:	\$ 66,000	(Commitment Item 510610)
Total Annual Cost:	\$ 74,000	

Citizen Notification

ADOT has held public meetings to receive citizen input on the design of the freeway interchange, including the landscaping. The landscaping at I-17/Loop 101 will be comparable to other freeway interchanges in the city.

The freeway interchange is partially open and expected to be completed in September 2000. The landscaping project is scheduled to begin shortly after the freeway interchange is fully open to traffic.

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025
FACSIMILE : (602) 542-4085

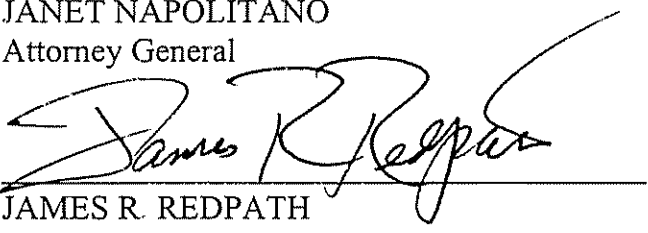
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2471TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED March 5, 2001.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt

Enc.

671706